

ESCALATION CLAUSE ADDENDUM

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1 **DATE:** _____

2 **This Addendum is a part of and an attachment to the PURCHASE AGREEMENT dated**
3 _____, 20____ **between:**

4 **BUYER(s):** _____

5 and **SELLER(s):** _____

6 Street Address: _____

7 City: _____ State: _____ Zip Code: _____ County: _____

8 Buyer(s) has offered Purchase Price of \$ _____, as set forth in the PURCHASE
9 AGREEMENT.

10 **ESCALATION TERMS:** If Seller(s) receives one or more bona fide offer(s), the following terms shall apply
11 until rejected, revoked or expiration:

- 12 a. **Escalation Amount:** Buyer(s) agrees to increase Purchase Price by \$ _____ greater
13 than the highest NET purchase price contained in any other offer.
- 14 b. **Purchase Price Cap:** Maximum Purchase Price to be capped at \$ _____.
- 15 c. **Calculation of Competing Offers:** The method for determining the NET amount shall be Purchase
16 Price less any Seller's monetary concessions, points, buy-down fees including temporary rate buy-
17 downs, prepaid expenses, home warranty and other such monetary considerations. If competing offers
18 include escalation provisions, such offers' maximum purchase price may be considered in determining
19 escalated purchase amount subject to Buyer's maximum purchase price stated above.
- 20 d. **Documentation of Proof:** If escalation is set forth with this Addendum, the Seller(s) agrees to
21 provide sufficient proof to Buyer(s) of the competing offer. Seller(s) to provide a copy of the competing
22 PURCHASE AGREEMENT, without change. Seller(s) may remove prospective names from the offer,
23 but may not remove financial terms, including price and concessions.

24 **BROKERAGE DISCLAIMER:** Buyer(s) acknowledges and agrees that the PURCHASE AGREEMENT and
25 this Escalation Addendum are at the Buyer's discretion. Buyer(s) agrees to hold all Agent(s) and Broker(s)
26 harmless regarding the use and operation of the Escalation Addendum as set forth herein.

27 **Buyer(s) agrees to present this Addendum with the above stated PURCHASE AGREEMENT for**
28 **consideration.**

29 _____
30 Buyer Signature Date Buyer Signature Date

31 **ACKNOWLEDGMENT OF ACCEPTANCE:**

32 The Purchase Price is hereby accepted and agreed upon at the price of \$ _____.

33 **SIGNATURES:**

34 _____
35 Buyer Signature Date Seller Signature Date

36 _____
37 Buyer Signature Date Seller Signature Date